

ROBERT L. FULLER  
SONIA FULLER

IBLA 86-177

Decided June 11, 1987

Appeal from a decision of the Alaska State Office, Bureau of Land Management, rejecting over-the-counter offer to lease for oil and gas. AA-67940.

Affirmed.

1. Oil and Gas Leases: Noncompetitive Leases -- Oil and Gas Leases: Offers to Lease

An over-the-counter offer to lease for oil and gas is properly rejected by BLM where the offer is intended to be the joint offer of two persons but only one person has signed the offer.

APPEARANCES: Robert L. and Sonia Fuller, Cromwell, Connecticut, pro sese.

OPINION BY ADMINISTRATIVE JUDGE KELLY

Robert L. and Sonia Fuller have appealed from an October 2, 1985, decision of the Alaska State Office, Bureau of Land Management (BLM), rejecting their noncompetitive, over-the-counter offer to lease for oil and gas. BLM rejected this offer because it found that the offer had been made "as a joint offer for two persons but signed only by Robert L. Fuller."

The record shows that on January 28, 1985, an offer to lease was filed with BLM naming Robert and Sonia Fuller as offerors for 640 acres of land in sec. 24, T. 9 S., R. 9 W., Kateel River Meridian. On the reverse of this offer (Form 3100-11, Mar. 1984), there appeared a single signature, purportedly that of Robert Fuller.

In their statement of reasons on appeal, the Fullers state that they have authorized a corporation to act on their behalf in signing and filing all lease documents. Although appellants do not specifically state that their agent was responsible for preparation of the rejected offer, it is clear that this explanation, if intended to excuse the deficiency found by BLM, will not avail them. The acts of an agent, within the scope of the authority delegated to him, are deemed the acts of the principal. Vicksburg & Meridian Railroad v. O'Brien, 119 U.S. 99, 104 (1886). Moreover, if their agent did prepare the offer and sign Robert Fuller's name, the agent failed

to comply with regulation 43 CFR 3102.4, requiring that documents signed by anyone other than the present or potential lessee "be rendered in a manner to reveal the name of the present or potential lessee, the name of the signatory and their relationship."

[1] In support of its decision, BLM cited regulation 43 CFR 3111.1-1. That regulation states in part: "The original copy of each offer shall be filled in by typewriter or printed plainly in ink, manually signed in ink and dated by the offeror or the offeror's duly authorized agent or attorney-in-fact \* \* \*."

The decision also referred to two Departmental cases, one of which involved facts closely resembling those in the instant appeal. That case, Al Warden, 67 I.D. 223 (1960), involved a joint offer to lease for oil and gas that was prepared by two persons but signed by only one of them. Appellant Warden, the signing party, contended that as a result of this oversight, the non-signing party did not become an offeror. His name typed on the offer was mere surplusage, Warden contended, and for this reason BLM should have regarded the offer as the sole offer of the signing party.

The Warden decision addressed these arguments by quoting from W. H. Burnett, 64 I.D. 230, 231 (1957):

In their present appeal the appellants admit that their application was defective as to Weinberg, but contend that because the application as to Burnett was in all respects regular, the application should have been accepted and acted upon as though Burnett were the sole offeror.

Basically this argument resolves itself into the proposition that where two or more persons have made a joint offer, a lease should be issued to one or more of them who would have been entitled to a lease if he or they had applied in his or their own right, regardless of the fact that others of the applicants have not complied with the pertinent regulations. In other words, it contends that a joint offer should be considered as a series of individual offers and that a lease should be issued to any of the offerors who have qualified for a lease.

However, the offerors have not acted as separate individuals. For reasons of their own they chose to act as a unit, as a single entity. See Edward Lee et al., 51 L. D. 299 (1925). They filed one offer and paid one filing fee and one year's advance rental, and the offer was assigned one number. Consequently, their offer ought to be judged by the same standards that are applied to any other offer.

We find the reasoning of Burnett to be applicable to the facts at hand and therefore conclude BLM properly rejected the joint offer of the Fullers.

Accordingly, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision of the Alaska State Office is affirmed.

John H. Kelly  
Administrative Judge

We concur:

Will A. Irwin  
Administrative Judge

Wm. Philip Horton  
Chief Administrative Judge

98 IBLA 95

